of consequential losses that the rule of *Hadley* v. *Baxendale* is law. But is not the damage in the case in hand direct? The direct loss, as in all cases of breach of contract, is the value of the contract. The telegraph company has failed to deliver the information given to it; the value of the contract lost is, then, the value of the information transmitted. In an analogous case a common carrier without notice is held for the value of a package negligently lost. So in the principal case the court correctly assumes that the measure of damages is the difference between the sum attached for and the debt. A solution of all difficulties, then, would seem to be to recognize that the loss of the intelligence is a direct loss, and that the standard of damages is the inherent value of that information.

CONSIDERATION VALUELESS IN PART. — Where some of the stipulations of an agreement are open to exception in point of legal validity, it is always a difficult problem to determine whether the other provisions are enforceable. The question arose recently in an attempt by a landlord to compel the lessee to perform his agreement under an oral contract for the lease of certain saloon buildings. The lease contained a collateral stipulation that the landlord should refrain from selling cigars upon his adjoining premises. By the local statute of frauds the lease itself was valid, but the collateral provision was unenforceable. Upon these facts the court held the whole contract bad for failure of consideration. *Higgins* v. *Gager*, 47 S. W. Rep. 848 (Ark.).

It is of much importance, in discussing the present case, to note how many are the possible phases of the problem. Whether the contract is unilateral or bilateral, whether the promisee or the promisor is in alleged default, and whether the part obligation in question is valueless, illegal, or *contra bonos mores*. These distinctions, too often ignored by the courts, make any simple rule impossible. The accepted rules chance to have been developed largely in cases of unilateral contracts where the consideration was in part illegal. In such cases a promisee who has completely performed can require of the promisor performance of those agreements which are legal; but, in the converse case, the performance by the promisee of an illegal act as part consideration is against public policy, nor could such promisee, by performing the legal parts only, call upon the promisor to perform. *City Works* v. *Jones*, 102 Cal. 506; *Pettit's Admrs.* v. *Pettit's Distributees*, 32 Ala. 288. These cases of unilateral contracts, where the provisions are in part illegal, are not always carefully distinguished from the cases where the stipulations are in part valueless. In unilateral contracts of this sort, a promisee who has fully performed can, as before, compel the promisor to perform those of his obligations which are enforceable; but further, in this converse case, the performance by the promisee of all the considerations asked, valuable and valueless, is always a good acceptance; for if one consideration performed is valuable the law is satisfied. *Jamieson* v. *Renwick*, 17 Vict. L. R. 124; *King* v. *Sears*, 2 C. M. & R. 48.

So much for unilateral contracts; but in the principal case the contract is bilateral. Now the rules governing in unilateral contracts evidently have equal force in bilateral contracts to make enforceable the legal obligations of a party sued, even if part of his obligations be illegal,

and to prevent a party suing from succeeding if part of his obligations are illegal when he must perform precedently. But in the principal case the obligation is at most in part valueless, and by the rules above considered partial worthlessness is immaterial. *Bishop* v. *Palmer*, 146 Mass. 469. However, in the principal case the plaintiff's promise seems not conditional but independent, and, if so, its unenforceability, even if it amounted to illegality, would not vitiate the contract or invalidate the defendant's obligation. *Tishell* v. *Gray*, 31 Vroom, 5.

To consider the final ground relied upon by the court: When a promise is unenforceable by the Statute of Frauds does failure of consideration result? A void promise would cause failure of consideration, but this promise is voidable only; the court is in error when it considers it essential to the liability of the party sought to be charged that there be mutuality of obligation. *Justice* v. *Lang*, 42 N. Y. 493. Consideration alone is requisite, and by the rules above discussed valid consideration is seen to exist in the present case. It seems, then, impossible to support the decision reached.

VENUE AND JURISDICTION IN LARCENY. — It is everywhere the law that, where a thief steals property in one county and is found in another with the goods in his possession, he may be indicted in either, but not in both. *State* v. *Williams*, 47 S. W. Rep. 891 (Mo.), is no exception to this rule. The defendant stole a steer in Texas County and brought it with him into Pulaski County, where he was indicted for larceny. The court held that the venue was properly laid in Pulaski County on the ground that each transportation of the stolen property by the thief was a new caption. Though the reasoning of the court is questionable, it reaches a sound result. In different counties there is the same law and the same punishment. There is but one offence against a single sovereignty. Venue being a merely formal matter, a thief may be indicted for convenience sake in any county which he enters with the stolen property without prejudice to himself. The decision in the present case, then, may well have been reached without recourse to the fiction of continuing trespass, even if such a doctrine is sound.

The principle of continuing larceny is truly tested when the thief is indicted in a jurisdiction into which he has carried goods stolen in another. The English courts have always disclaimed jurisdiction when the original taking was in another sovereignty. *Regina* v. *Carr*, 15 Cox C. C. 131 *n*. In the United States the authorites are divided. *Commonwealth* v. *Holder*, 9 Gray, 7, proceeding on the analogy of the rule adopted where property is stolen and carried from county to county, decides that the thief may be indicted in whatever State he enters with the goods. *Lee* v. *State*, 64 Ga. 203, declares, on the other hand, that there is but one offence which exists only at the place where the original trespass occurred. Larceny is the taking and carrying away of the personal property of another *animo furandi*. The act of taking is the essence of the crime. It is evident that, after possession is once complete and continuous in the thief, no subsequent act of his can constitute a new caption from the custody of the true owner. Yet the doctrine of *Commonwealth* v. *Holder* and kindred cases can rest on no other principle than that every act of possession by the defendant, subsequent to the original change of custody, is